S.E.M. Daniel Kablan Duncan  
Prime Minister  
Minister of Economy and Finance  
Abidjan  
Republic of Côte d'Ivoire

Re: REPUBLIC OF CÔTE D'IVOIRE  
(POPs Pesticides Management Project)  
GEF Project Preparation Grant (PPG) No. TF015059

Honorable Minister:

In response to the request for financial assistance made on behalf of Republic of Côte d'Ivoire ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development, acting as Implementing Agency of the Global Environment Facility (GEF) ("World Bank"), proposes to extend to the Recipient, a grant in an amount not to exceed one hundred fifty thousand United States Dollars (U.S.$150,000) ("Grant") on the terms and conditions set forth or referred to in this letter agreement, which includes the attached Annex ("Agreement"), to assist in the financing of the activities described in the Annex ("Activities").

The objective of the Activities is to reduce adverse health and environmental impacts in Côte d'Ivoire of POPs pesticides by reducing or eliminating their ongoing use and managing existing stockpiles ("Project"), for the carrying out of which, the Recipient intends to request the World Bank’s financial assistance.

This Grant is funded out of the GEF, for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it under the GEF and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that: (a) it is authorized to enter into this Agreement and to carry out the Activities and perform its other obligations under this Agreement, all in accordance with the terms and conditions set forth or referred to in this Agreement; and (b) it understands that the award of the Grant does not constitute or imply any commitment on the part of the World Bank, either as Implementing Agency of the GEF or in its own capacity, or on the part of IDA, to assist in the financing of any project, including the Project, which may result from the Activities financed under the Grant.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of countersignature; provided, however, that the offer of
this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within ninety (90) days after the date of signature of this Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
Acting as Implementing Agency of the Global Environment Facility

By __________________________
Madani M. Tall
Country Director for Côte d'Ivoire
Africa Region

AGREED:
REPUBLIC OF CÔTE D’IVOIRE

By __________________________
Authorized Representative
Name __________________________
Title __________________________
Date: __________________________

Enclosures:

(2) World Bank Procurement Guidelines, dated January 2011
(3) World Bank Consultant Guidelines, dated January 2011
(5) Disbursement Letter dated of same date as this letter, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
GEF PPG Grant No. TF015059
ANNEX TO THE AGREEMENT

Article I
Standard Conditions; Definitions

1.01. Standard Conditions. The Standard Conditions for Grants Made by the World Bank out of Various Funds dated February 15, 2012 ("Standard Conditions"), with the modifications set forth in the Appendix to this Agreement, constitute an integral part of this Agreement.

1.02. Definitions. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement, and the following additional terms have the meanings ascribed to them below:

(a) "Ministry of Environment, Urban Health, and Sustainable Development" and "MINESUDD" each means the ministry of the Recipient responsible for environment, urban health and sustainable development.

(b) "POPs" means persistent organic pollutants.

Article II
Grant Execution

2.01. Grant Objectives and Description. The objective of the Grant is to prepare the POPs Pesticides Management Project, which Project has as its objective to reduce adverse health and environmental impacts in Côte d'Ivoire of POPs pesticides by reducing or eliminating their ongoing use and managing existing stockpiles. The Activities for which the Grant is given consist of the following parts:

(a) Provision of consultants’ services for the preparation of key preparatory studies and key components of the Project and for conducting baseline stakeholder workshops and provision of training;

(b) Provision of consultants’ services for the preparation of the social and environmental safeguard instruments and of the implementation manuals for the Project.

(c) Strengthening the capacity of the recipient’s Ministry of Environment, Urban Health, and Sustainable Development for the implementation of the Project; and

(d) Provision of consultants’ services for audits.

2.02. Grant Execution Generally. The Recipient declares its commitment to the objectives of the Activities. To this end, the Recipient shall carry out the Activities through its Ministry of Environment, Urban Health, and Sustainable Development (MINESUDD) in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 ("Anti-Corruption Guidelines"); and (c) this Article II.
2.03. Monitoring, Reporting and Evaluation of the Activities. The Recipient shall monitor and evaluate the progress of the Activities in accordance with the provisions of Section 2.08 of the Standard Conditions.

2.04. Completion Report. The Recipient shall prepare the Completion Report in accordance with the provision of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

2.05. Financial Management. (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Activities are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements for the Activities audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the Financial Statements shall cover each twelve calendar months from effectiveness or the entire period during which withdrawals from the Grant Account were made (whichever comes first). The audited Financial Statements for such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

2.06. Procurement

(a) General. All goods, non-consulting services and consultants' services required for the Activities and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(i) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”), in the case of goods and non-consulting services;

(ii) Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

(iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Activities in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

(b) Definitions. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods and Non-consulting Services
(i) **International Competitive Bidding.** Except as otherwise provided in paragraph (ii) below, goods and non-consulting services shall be procured under contracts awarded on the basis of International and National Competitive Bidding.

(ii) **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods of procurement, other than International Competitive Bidding, may be used for goods and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used: (A) National Competitive Bidding (subject to subparagraph (iii) of this paragraph); (B) Shopping; (C) procurement under Framework Agreements in accordance with procedures which shall have been found acceptable to the Association prior to their use; (D) Direct Contracting; (E) Force Account; (F) Procurement from an agency of the United Nations which shall have been approved by the Association prior to the use of such method; (G) Well-established Private Sector Procurement Methods or Commercial Practices which shall have been found acceptable to the Association prior to their use; (H) Procurement under Public Private Partnership Arrangements in accordance with procedures which shall have been found acceptable to the Association prior to their use; and (I) Community Participation procedures which shall have been found acceptable to the Association prior to their use.

(iii) **Special Provisions for National Competitive Bidding.** Neither the use of point systems during the bidding process nor the delay in the date of opening bids when less than three bids are submitted, shall be applied under National Competitive Bidding.

(d) **Particular Methods of Procurement of Consultants’ Services**

(i) Except as otherwise provided in item (ii) below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods may be used for the procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (A) Quality-based Selection; (B) Least Cost Selection; (C) Selection based on Consultants’ Qualifications; (D) Single-source Selection of consulting firms; (E) Selection of Individual Consultants; and (F) Single-source procedures for the Selection of Individual Consultants.

(e) **Review by the World Bank of Procurement Decisions.** The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Article III**

**Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Advance in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies each category of Eligible Expenditures that may be financed out of the proceeds of
the Advance ("Category"), the amount of the Advance allocated to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, Consultants' services, Training and Workshops and Operating Costs</td>
<td>150,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>150,000</td>
<td></td>
</tr>
</tbody>
</table>

The term "Training and Workshops" means the costs associated with the training and workshop participation of personnel involved in the Activities, including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation.

The term Operating Costs" means the operating costs incurred on account of the implementation of the Activities, including maintenance of vehicles and equipment, fuel, office supplies, utilities, consumables, bank charges, advertising expenses, travel, per diems, and accommodation, but excluding salaries of civil servants.

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is two (2) years after the date of countersignature of this Agreement by the Recipient.

**Article VI**

**Recipient’s Representative; Addresses**

6.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.

6.02. **Recipient’s Address.** The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Economy and Finance
17 PO Box 670
Abidjan 17
Côte d'Ivoire
6.03. **World Bank's Address.** The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable:  
Telex:  
Facsimile:

INTBAFRAD 248423 (MCI) or 1-202-477-6391  
Washington, D.C. 64145 (MCI)
APPENDIX
Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. The term “Project”, whenever used in the Standard Conditions, is modified to read “Activities” (and related text adjusted for grammatical correctness accordingly).

2. The term “Project Report”, whenever used in the Standard Conditions, is modified to read “Activities Report”.

3. A new definition is added in alphabetical order to the Appendix as follows (and the subsequent definitions are renumbered accordingly):

   “Legal Agreement” means either of the Grant Agreement or the agreement between the World Bank and the entity designated to be responsible for implementing the Activities; and “Legal Agreements” means, collectively, both said agreements.”

4. The term “Grant Agreement”, whenever used in Sections 4.06 (Continued Effectiveness), 5.01 (Enforceability), 6.02 (Termination), 7.04 (Execution in Counterparts) and 7.05 (Disclosure) of the Standard Conditions, is modified to read “Legal Agreements”.

5. The term “Grant Agreement”, whenever used in Section 5.02 (Failure to Exercise Rights) of the Standard Conditions, is modified to “any Legal Agreement”.
